

Intrepid Yacht Delivery Services - Private Instruction and Assisted Delivery Contract

Captain Timothy Brill
USCG Reference # 8554242

Intrepid Yacht Delivery Services
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Private Instruction and Assisted Delivery Contract

Date:

This document is legally binding and designates Captain Timothy Brill as the Vessel Owner's Captain for the purpose of conducting private instruction and relocating the Vessel as outlined in this document AND limited POWER OF ATTORNEY FOR NAVIGATING THE YACHT VESSEL.

Vessel Owner: _____

Owner's Telephone: _____

Owner's Email Address: _____

City / State / Zip: _____

Country: _____

Vessel Documentation Name: _____

Vessel Registration Number# _____

Vessel Hull Number: _____

Description of Service:

You are hiring a USCG Captain for Private Sailing Instruction and an assisted delivery from:

Departure: _____

Destination: _____

Approximate departure date: _____

Estimated mileage of passage: _____

Boat speed according to owner: _____

Minimum number of days booked: _____

Captain daily rate (Instruction At Sea): _____

Captain daily rate (Instruction before departure / at anchor or marinas en route / at arrival):

Estimated Total Rate: _____

Instruction and Assisted Delivery: Captain Timothy Brill is assuming command of the vessel for the sole purpose of providing Instruction and assisting the owner in moving her on her own hull from one port to another as designated by the owner, except locations off limits to US Citizens. The sailing route will be at the discretion of Captain Timothy Brill and Captain Timothy Brill reserves the right to deviate from the proposed route if necessary, for any reason.

Definitions:

Owner: The Owner of the Vessel or Legal Representative of Vessel Owner

Captain: Captain Timothy Brill

Crew: Is any Captain / Deckhand / Mate / Engineer / Steward and are employees of Captain Timothy Brill.

Travel Pay: Captain's compensation for time in days of travel to and from the vessel as outlined in this document.

Travel Expenses: Cost of the Captain's fares to and from the vessel, airfare, train tickets, car rentals, fuel for car rentals, Uber, taxis, buses, including tips, meals and tolls. Travel expenses can also be incurred along the passage via Uber and taxis as needed for transportation between marinas to stores and restaurants.

Mates: Mates have similar duties as deckhands but are also licensed.

Engineer: (typically larger vessels) is responsible for maintaining and repairing a vessel's equipment, including engine, generator, pumps and other equipment.

Deckhands: Responsible for line handling and placing and removing fenders and bumpers during docking and undocking or passing through locks.

The deckhand is a lookout and is in constant communication with the Captain at all times. The deckhand relieves Captain at helm and may have an extended watch at the helm while at sea. The deckhand is responsible for keeping the vessel clean and helping with porter duties. The deckhand may have to run errands for the Captain while at sea or at the dock. The owner needs to understand the deckhand is NOT a steward.

Steward: (typically larger vessels) a steward is a crew member that cleans, cooks, waiter / waitress, bartends, and is assigned to cater to the passengers as well as feed the crew. The steward will also help with porter duties.

NOTE: If no engineer is aboard then the Captain and deckhands will make regular visual checks of the engine, generator, pumps and other vessel systems.

Obligation of the Owner:

1. The owner is obligated to prepare all necessary documents prior to departure, including: Boat insurance (the Yacht needs to be properly insured by insurance company), Boat Registration / Vessel Documentation, Power-of-Attorney, Emergency Contact Details.
2. The Owner is obligated to inform Captain Timothy Brill of all known defects and issues of the Vessel that could be important for the Captain and crew, and/or the safe operation of the Vessel.
3. The Yacht Owner should have a current towing policy like Boat US or Seatow.

Terms:

The Owner shall pay Captain Timothy Brill the agreed daily rate for Captain / Instruction as agreed from departure from either San Diego, California, USA AND/OR Cedaredge, Colorado, USA, until return to that base.

As outlined in the TRAVEL section of this contract, the Owner will pay Travel Expenses and Crew Travel Pay. The Owner will pay food and provision costs (or agreed per diem) for the entire term of the contract.

Once the Crew is onboard the Vessel, the Owner is responsible for days accrued even if departure is delayed. In the event of a mechanical or gear failure requiring a layover of more than 12 hours, layover time will be billed at 50% of the agreed daily rate. In the event of a severe weather delay requiring a layover of more than 12 hours, layover time will be billed at 50% of the agreed daily rate. The Owner will be responsible for paying the cost for any repair or maintenance to complete the passage. An itemized statement of all travel expenses, Vessel expenses, and other delivery costs will be presented at the completion of the delivery.

Instruction prior to departing, during anchor or intermediate stops, and at our arrival will be billed at 50% of the agreed daily rate.

All fees and expenses are due upon the presentation of the delivery statement. Final payment is due at the completion of the delivery or termination of our services for any reason including Vessel breakdown or change in delivery destination.

A) DEPOSIT

A deposit in US Dollars, Cash, Check or Bank Wire Transfer, in the amount of

\$ _____

is required to get on our schedule. All fees and expenses will become due upon the presentation of the delivery statement at the completion of the delivery or termination of our services for any reason including Vessel breakdown or change in delivery destination.

Preferred payment would be cash or Bank Wire Transfer or check time permitting. Since we accept checks, we are not responsible for bank wire fees. It is the Vessel Owner's responsibility that deposit funds, especially checks, arrive in time to be deposited and clear prior to arrangements being made.

If the delivery time required more time than the original estimate, overtime days will be paid at the agreed daily rate, along with agreed food and provision rate. If the delivery time required is less than the original estimate, the final statement will be adjusted accordingly and Captain Timothy Brill will promptly refund any overpayment to the Owner.

B) CREW MEMBERS

Crew members required in addition to Captain Timothy Brill will be retained by Captain Timothy Brill and be employees of Captain Timothy Brill.

Captain Timothy Brill will have the responsibility of recruiting adequate Mate and Crew as required. Captain Timothy Brill will be responsible for paying wages to the Mate and Crew members.

Note: Owners should not assume crew members are laborers. All vessel repairs should be made prior to leaving port.

C) RULES and RESPONSIBILITY

The Vessel Owner, passengers and hired Mates and Crew will adhere to Captain Timothy Brill Rules and Responsibility.

These will include, but not limited to:

- 1). No consumption of alcoholic beverages by Mates and Crew *while* the vessel is underway.
- 2) No smoking in the interior spaces of the Vessel.

- 3) No DRUGS or other contraband are allowed at any time.
- 4) All persons at the helm will do so in a safe and courteous manner, following all COLREGS.
- 5) Follow all reasonable instructions issued by Captain Timothy Brill.

ARTICLE 1: TRAVEL:

Travel expenses of Captain Timothy Brill and Crew is defined as all costs of travel from either San Diego California and/or Cedaredge Colorado to the location of the Vessel and from the Vessel's destination back to either San Diego California and/or Cedaredge Colorado. Travel is at the lowest average cost. If Captain Timothy Brill and/or crew desire to "upgrade" their travel, the costs for any "upgrade" will be at their expense.

Crew Travel Pay:

Travel within 200 miles of our San Diego or Cedaredge base will not be assessed Crew travel pay. However Crew travel expenses still apply.

Travel more than 200 miles but less than 1000 miles will be assessed at 50% the Crew's agreed daily rate.

Travel of over 1000 miles will be assessed at 100% the Crew's agreed daily rate.

Expenses:

Expenses of the Vessel are defined as:

Fuel, lubricants, Marina Fees, Docking Fees, Customs and Immigration Fees (*if any*), Agent fees (*if any*), Port fees (*if any*), Sailing permits (*if any*), tips to dockhands, repairs or maintenance necessary to the completion of the delivery, and purchases by Captain Timothy Brill to comply with US Coast Guard and/or local regulations.

Provisions: of Captain Timothy Brill and Crew to be billed at the agreed daily rate. Adequate berthing will also be afforded to Captain Timothy Brill and Crew.

ARTICLE 2: Owner Operation / Owner Passenger

Owner operation of Vessel. Owner driving, docking or undocking.

If the Owner of the Vessel chooses to ride along with Captain Timothy Brill as Crew, He or She will be expected to stand watch and follow all instructions given by Captain Timothy Brill. Please review the paragraph on Deckhands / Mates in the definitions section of this document.

Captain Timothy Brill is NOT responsible for any damages caused by the Owners operation of the Vessel.

Owner Deck-Hand responsibilities:

If the vessel owner chooses to do the deckhand position, they will be expected to do the deckhand duties at all times while the vessel is underway. The duties of a deckhand are as follows: follow all reasonable request made by Captain Timothy Brill including: NO SLEEPING or consumption of alcohol while underway, lookout at all times, line handling, relieve captain at helm, keeping vessel clean, checking engine oil and gear oils, regular engine room visual checks.

Owner Passenger:

If the owner prefers to just be a passenger, then an affordable but qualified deckhand will be provided at the owner's expense. If the Owners choose to ride along as passengers and would like Crew members to wait on them, this should be stated up front and a Steward will be added to the Crew list to attend to the Owner / Passengers needs.

Article 3 - Inspection of the Vessel:

Safety of the Vessel and of the Crew is the primary concern of Captain Timothy Brill. Upon arrival at the vessel, Captain Timothy Brill will inspect the Vessel, her gear, equipment, and compliance with U.S. Coast Guard and other applicable regulations. If any condition is discovered which, in the opinion of Captain Timothy Brill, renders the Vessel unsafe for the intended route of the delivery, the Owner will be notified, and the departure will be delayed until all such matters are resolved. If the owner chooses not to correct the unsafe condition or to authorize his agent to correct the unsafe condition, the delivery will be terminated, and Captain Timothy Brill and Crew will return to their home base. In the event the vessel delivery is aborted due to an owner's unwillingness to correct an unsafe condition, time from the home base to the Vessel, time spent inspecting the Vessel, and time spent on the return trip to home base will be billed at the agreed daily rate plus travel expenses. If any funds remain on deposit Captain Timothy Brill will promptly return it to the Owner. If, during the course of the delivery, failure or damage to the yacht or failure or damage to equipment or systems which would hinder the Vessel's ability to continue or make a safe voyage occur, the Owner must correct or authorize

the correction of such circumstances at Owner's expense. The voyage may be terminated by Captain Timothy Brill if, in Captain Timothy Brill's judgment, the vessel is unsafe for the intended route. Captain Timothy Brill will secure a berth for the Vessel at the Owner's expense. Captain

Timothy Brill will be paid the agreed daily fee and travel expenses through return to his home base. If any funds remain from the initial delivery deposit which are more than the amount due, then Captain Timothy Brill will promptly return any overpayment to the Owner.

Article 4 - Marine Insurance:

The Owner will provide a copy of a marine insurance policy with documentation designating Captain Timothy Brill and Crew as additionally insured parties to cover possible liabilities including, but not limited to, damages to the vessel, expenses related to injuries to Captain Timothy Brill and Crew, public liability and property damage and vessel towing.

Article 5 - Loss or Damage / Hold Harmless:

Captain Timothy Brill and crew is not responsible for normal wear of the Vessel, her gear or equipment, nor for any failure of the Vessel or equipment while under prudent operation in a manner consistent with established practices, nor is Captain Timothy Brill responsible for losses or damage due to piracy, war, government actions, acts including storms, winds, lightning, or other natural phenomena including shoaling or low water in a marked channel. Captain Timothy Brill is not responsible for damages from unseen or floating or semi floating objects. Captain Timothy Brill is not responsible for any damages to the vessel or to other vessels or docks done by the OWNER of the vessel, during the owner's operation of the vessel while Captain Timothy Brill is onboard.

Article 6 – Booking Cancellation:

If for any reason other than mechanical breakdowns the Owner terminates this contract early, then the vessel owner agrees to be responsible for paying one half of each of the captain and crew members agreed daily rates for every day terminated early along with return travel and expenses. IF vessel delivery is terminated because of mechanical breakdown then the owner will only be responsible for the days the captain and crew served onboard and their return trip home.

Article 7 – Disputes:

This agreement allows for a No-Fault Termination Vessel Owner and Captain Timothy Brill have the right to terminate this contract at any time. However, this vessel owner is responsible for compensating the captain and crew for travel and days on the vessel as outlined in this contract. A Court of competent jurisdiction in Delta County, Colorado shall decide any dispute or claim arising from this contract. The cost of any legal action, including reasonable attorney fees,

necessary to collect monies due Captain Timothy Brill from the Owner Notice to Owner a Non-Payment of crew services would result in a Maritime lien placed against vessel pursuant to 46 U.S.C. United States Code, 2009 Edition Title 46 – SHIPPING Subtitle III - Maritime Liability CHAPTER 313 - 46 U.S.C. 31301-31343

Article 8 – Illegal Activities:

It is understood that no illegal drugs or contraband of any kind be neither allowed onboard nor will there be consumption of alcoholic beverages by crew including Owner if acting as a crew member while the vessel is underway making way.

Article 9 – Smoking:

Captain Timothy Brill is a non-smoker. No smoking will be allowed inside the vessel by either the crew or by any service personnel smoking will only take place in designated areas on an outside deck area of the vessel.

Article 10 - Ocean times / Sailing Times

Less than 12 hours sailing time per day will require a minimum of one Crew along with Captain Timothy Brill. More than 12 hours sailing time and/or Transits across large bodies of water requiring round the clock sailing will require a minimum of two Crew along with Captain Timothy Brill. **The vessel Owner / Family and friends can replace this crew requirement.** Larger vessels may require additional crew, Mates / Deckhands, Engineers and Steward. This will be discussed with the Vessel Owner and agreed upon before final agreement with this Delivery Contract. All Crew payments will be as agreed.

Sailing times are also directly dependent on distances between inlets, marinas / fuel stops, anchorages and moorings. And may also be affected by lock and bridge opening schedules.

Article 11 – Firearms

Presence of firearms and ammunition must be disclosed and presented to Captain Timothy Brill for inspection.

Article 12 – United States and Foreign governments Customs and Immigration

All Vessels while under the command of Captain Timothy Brill will follow to the letter of the Law all entry and exit conditions as required by said country. No Exceptions.

Article 13 - Permission to Use Photograph:

I grant to Captain Timothy Brill and representatives and employees the right to take photographs of me and my property in connection with Yacht Delivery /Sea Trials and other Captain Services. I authorize Captain Timothy Brill and assigns and transferees to copyright, use and publish the same in print and/or electronically. And I agree that Captain Timothy Brill may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Itemized Breakdown of Cost

This is an estimate of TIME and is contingent to the actual speed of the boat.

Departure: _____

Destination: _____

Approximate Mileage _____ miles divided by speed _____ knots = _____ sailing hours

divided by 24 hours per day is = _____ days depending on weather

Estimated Days _____ to complete voyage,

Additional days not included in this estimate would be an extra charge at agreed daily rate above the cost of estimate.

1 Captain @ \$ _____ per day = \$ _____

Deckhands _____ @ \$ _____ per day = \$ _____

Other crew _____ @ \$ _____ per day Crew for: _____ days = \$ _____ a day = \$ _____

Provisions @ \$40 per crew per day _____ days = \$ _____ *(If vessel owner stocks boat this fee would be null)*

Travel: (Per Article 1)

Travel Expenses to Vessel \$ _____

Travel Pay \$ _____

Number of Crew Travel Days = _____

Uber/taxi to departure marina Estimate \$ _____

Uber/taxi from destination marina to air/train station Estimate \$ _____

Return Travel \$ _____:

1 st deposit required \$ _____

Payment of deposit constitutes acceptance of this contract estimate in lieu of signing.

Estimate of Final Payment = \$ _____

Estimated total is = \$ _____

Fuel and Marina fees are not included in this estimate

Unless otherwise specified the final payment is balance due including travel and expenses on completion of delivery or termination of our services for any reason, including vessel breakdown or alteration of destination and is due at the time service is rendered

Captain Timothy Brill

Date:

Owner:

Date:

Payment of deposit constitutes acceptance of this contract estimate in lieu of signing.

Thank You,

POWER OF ATTORNEY For the purpose of using this document as a limited power of attorney as laid out in the document the following section must be completed and notarized Signature of

Vessel Owner _____ (*signed before notary*)

Vessel Documentation Name: _____

Vessel Registration Number# _____

Vessel Hull Number: _____

authorize Captain Timothy Brill as Captain to act on my behalf and to make any decisions regarding the management and operation of this vessel in my absence for the purpose of relocating the before mentioned vessel.

Date Power of Attorney is signed _____

Witnessed by _____

Witnessed by _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (*date*),

by _____ (*name*),

who has produced _____ (*type of identification*) as identification.

Notary Public Info: Printed Name: _____

My Commission Expires: _____

Commission # _____

